

NOTE: This Exhibit contains the proposed additions to Section V. to the General Terms and Conditions as proposed in DESC's application in Docket No. 2020-125-E dated August 14, 2020. This modified proposed Section V. is submitted in response to the Commission Directive dated December 9, 2020, and replaces the Section V. submitted with the application. All other sections of the General Terms and Conditions remain unchanged.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's Premises. The Customer agrees to maintain his, her or its machinery, lines, equipment, apparatus and/or appliances in a safe condition and shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any property damage, business loss or interruption, and/or personal injuries resulting from or which may be in any way caused by the operation and maintenance of the Customer's machinery, lines, equipment, apparatus and/or appliances. The Company will not be responsible for the use, care, or handling of electricity delivered to the Customer after it passes the service point, and shall not be liable for any damages on account of injuries to person or property resulting in any manner from the receiving, use or application by the customer of such electrical energy. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's machinery, lines, equipment, apparatus and/or appliances.

B. Weather; Defects

The Company shall not be in any way responsible or liable for damages to or for injuries sustained by the Customer or others, or to Customer's machinery, lines, equipment, apparatus, appliances, and/or other property where such injury or damage is any way caused by weather, storm, lightning or by defects in or failure of the machinery, lines, equipment, apparatus, appliances and/or other property.

C. Overhead Contact

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the machinery, lines, equipment, apparatus, appliances, and/or other property of the Customer or others, resulting from any work or activity conducted by Customer or Customer's household member, employee, reasonably foreseeable trespasser, invitee, agent, builder, contractor, or subcontractor within ten (10) feet of any of Company's overhead lines. The Customer shall indemnify and hold harmless the Company from any claim or loss, including attorney's fees and court costs, arising out of any overhead high voltage contact where the Customer has actual or constructive notice of such work or activity.

D. Company Responsibility

Consistent with South Carolina's Uniform Contribution Among Tortfeasors Act, S.C. Code Ann. § 15-38-10 et seq., nothing in Sections V.A, V.B, or V.C should be construed

to limit the Company's responsibility for injury or damage to persons or property resulting from the negligence of the Company or require the Customer to indemnify the Company for injury or damage resulting from the negligence of the Company.